

# **California State Water Resources Control Boards' 2016 Data Innovation Challenge: Terms and Conditions**

By entering the California Water Resources Control Boards' 2016 Data Innovation Challenge (the "Contest"), you agree that your participation will be governed by, and you shall abide by, all of the following terms and conditions (the "Terms and Conditions") outlined herein below:

Sponsor: California State Water Resources Control Boards

Entrant: Contest Participant/Entrant or Team and Team Representative

Submission: product developed by the Entrant and presented to the Sponsor as part of the Contest

## **BACKGROUND AND GOAL**

Innovation is creative problem solving. (It does not have to be about technology.)

The goal of the Water Resources Control Boards' Data Innovation Challenge is to use water-related data from the pilot California Open Data Portal (at [greengov.data.ca.gov](http://greengov.data.ca.gov)) and from other publicly available sources to develop data tools and visualizations that help the public and decision makers in California better manage and address water resources issues and make more informed decisions.

## **ELIGIBILITY**

The Contest is open to anyone (individual, group of individuals, corporations or agencies) who agrees to the Terms and Conditions of the Contest, regardless of age, location, nationality, employment status, or any other factor.

## **CONTEST TIMELINE**

Entries may be submitted either by individuals or by teams (teams should be identified as part of the registration process). Entrants may work on their Submission at any time prior to the close of the contest, and Submissions must be received by 5:00 pm Pacific Time on April 19, 2016. The closing ceremony, including judging and awards presentation, will take place on April 22, 2016.

## **HOW TO ENTER**

Registration and participation is free. A link to the registration form is available at the contest website: [FindANewWay.ca.gov](http://FindANewWay.ca.gov).

If you are just wanting to attend the presentations and judging event, please also register using the link above, selecting one of the "attendee" ticket types.

## **CONTEST GUIDELINES**

Each Entrant agrees to be legally bound by these rules and by the interpretation of these rules by the Sponsor, and further warrants and represents that their Submission:

- is their own work and not copied. If we have reason to believe that a Submission is not the Entrant's own work then we may not consider it;

- does not contain any third party intellectual property rights and/or content that the Entrant does not have permission to use;
- does not contain any advertisement or solicitation;
- is not obscene, defamatory, threatening, in breach of any applicable legislation or regulations, or protected by copyright, trademark or other proprietary right without the express prior consent of the owner of such right;
- Submissions must not contain any material that would give rise to criminal or civil liability or that encourages conduct that constitutes a criminal offense; and
- Submissions must otherwise comply in all respects with the Terms and Conditions.

## **CODE OF CONDUCT**

- Be Respectful
- Be Thoughtful
- Be Open
- Be Awesome & Have Fun

## **SUBMISSION REQUIREMENTS**

- The Contest will accept any type of solution, including apps, websites, data visualizations or visualization tools, analyses contained in standalone documents, etc.
- Submissions can be rough—anything from wireframes to functioning websites/apps work
- Entrants must submit a brief (1 or 2 paragraph) description of their entry, as well as a PowerPoint of no more than five slides that describes their entry. Entrants are also required to make a brief (5 minutes or less) presentation at the closing event on April 22 (either in-person or remotely), and may present any material of their choosing in this presentation (PowerPoint slides, videos, demos, etc.).
- Submissions will be accepted from teams or individuals.
- Submissions should align with the California State Water Resources Control Boards' mission in some way.
- Submissions can make use of any publicly available data sources, and Entrants are strongly encouraged to make use of at least one dataset available from the [C.A. GreenGov open data portal](#) (under the 'Water' category). Submissions should not include any data that is not available to the general public.

## **SUBMISSION INSTRUCTIONS**

Participants can submit their products using whatever option from the list below is most convenient and appropriate to their product type, but all entries should be accompanied by an email as described below. Options for submitting entry products include:

- Email for submission of small standalone files or links to websites / apps / etc.
- A file sharing service (FTP site) for uploading larger files
- GitHub for submitting open-source code and other file types

To submit your entry, send an email to [David.Altare@waterboards.ca.gov](mailto:David.Altare@waterboards.ca.gov) with the following information:

1. Your name
2. The name and email address of any team members (if applicable)
3. Project title
4. A brief (1 or 2 paragraph) description of your entry
5. A list of the datasets you used (or would plan to use if your entry is a proof-of-concept entry) — for example, the name of any datasets on the open data portal you used, the name of any other Water Board datasets your used, and/or the name and url of any other publicly available dataset(s) you used
6. An attached PowerPoint file of no more than 5 slides that describes your entry
7. Depending on your submission type, either:
  - a. A link to your website / app / etc.
  - b. An attached standalone document
  - c. The name of any file(s) uploaded to the FTP site. The FTP site is at:  
<https://ftp.waterboards.ca.gov> (Username: OIMA\_upload / Password: AqcmBp)
  - d. A link to your GitHub repository

## **INTELLECTUAL PROPERTY RIGHTS**

- Each Entrant retains title and full ownership in and to their Submission. Entrants expressly reserve all intellectual property rights not expressly granted under the Terms and Conditions contained herein.
- By participating in the Contest, each Entrant hereby irrevocably grants to the Sponsor a limited, non-exclusive, royalty-free, worldwide license and right to reproduce, publicly perform, publicly display, and use the Submission to the extent necessary to administer the Contest, and to publicly perform and publicly display the Submission, including, without limitation, for advertising and promotional purposes relating to the Contest.
- Entrants are encouraged to utilize open source tools and software and/or make their solutions open source and public domain to the extent possible. Entrants are also encouraged to submit their work through GitHub if possible.

## **JUDGING**

A panel of judges comprised of Sponsor's designees and other leaders will review all Submissions to identify those that are complete and otherwise appear preliminarily to satisfy the entry requirements set forth herein. Submissions that appear preliminarily to be complete and to satisfy the entry requirements will be judged based on the judging criteria found at the contest website. A jury of judges

comprised both of Sponsor's designees and industry leaders selected by Sponsor will score all Submissions that qualified, based on the Judging Criteria.

The judging criteria will include the following factors:

- Technical competence and capabilities (50%): The solution addresses the primary goals of the Data Innovation Challenge. It is a product that can provide insightful analysis and show the California State Water Resources Control Boards how to enhance/improve existing functions, share data across agencies, and/or more efficiently utilize existing data and applications. Additionally, the solution is easy to navigate and intuitive, and is inclusive of a range of audiences.
- Use of data to provide effective outcomes (20%): The solution makes use of multiple datasets (including data in the GreenGov Open Data Portal and/or data from other publicly available sources), and displays that data in a way that is easy to understand, visually appealing, and will help drive understanding of current trends as well as development of recommendations. User-friendliness, usability, and accessibility of the solution will also be considered.
- Creativity/Innovation (20%): The solution makes an impact and exceeds any existing internal capability that the California State Water Resources Control Boards have for analysis of data through its incorporation of creative design elements and innovative capabilities. The goal is clearly stated and unique, and there is a real-world potential to produce a breakthrough or a major change that would improve the state's operations or lead to new insights. Sustainability of implementing the Innovation may also be considered.
- Valuable information and insights regarding data (10%): The Entrant provides recommendations for additional data elements to be collected by the Water Boards and/or identifies gaps in the data and utilizes multiple data sources and research to aid the Water Boards in setting future data collection policies.

## **AWARDS**

Awards will be given at the sole discretion of the Sponsor. Some examples of these awards are custom water bottles, donated coffee gift cards, stickers, etc. In the event that an Award Winner is a Team, the Team Leader shall receive and be solely responsible for the Award on behalf of the Team.

The winning Innovation will be highlighted on the Water Boards' website and will be invited to present their innovation at the Water Boards' First Annual Water Quality Science Symposium scheduled for June 29, 2016. A press release will also be created to announce the Contest winner(s). All entries will be publicized via the press release and profiled on the event website, as well.

The decisions of the judges are final and no challenges will be entertained. *There is no whining in Data Innovation Challenges!*

## **LIMITATION ON EXPLOITATION OF MATERIALS**

Each Applicant acknowledges that the Sponsor may have engaged and continue to engage in the development, production, acquisition and dissemination of materials that may be similar or identical to the Entrant's Project or Submission. The Sponsor may use information about the Entrant's Project or

Submission in whole or in part, without any payment or other obligation whatsoever to the Entrant, if the Entrant's Project or Submission (a) is not unique, novel, original, and concrete so as to be entitled to protection under applicable laws, (b) has been made public by anyone at the time of its Submission to the Sponsor or otherwise is in the public domain, (c) would be freely usable by a third person if it had not been accepted as a Submission, or (d) is similar or identical to, or contains significant elements encompassed in, an idea, concept or material that has been independently created by either the Sponsor or any third party. Acceptance by the Sponsor of a Submission is not an admission by the Sponsor of the novelty or originality of the Submission.

## **GENERAL TERMS**

All federal, state and local laws and regulations apply. The Sponsor reserves the right at their sole discretion to disqualify any individual who violates these Terms and Conditions, tampers with the entry process and/or acts in any way that would, in any way, discredit or harm the reputation of the Sponsor, and/or to cancel, modify or suspend the Contest should the Entrant fraud or misconduct or other causes beyond the control of the Sponsor corrupt the administration, integrity, security or proper operation of the competition. Without limitation of the foregoing, the Sponsor reserves the right to terminate, modify or suspend the Contest due to any of the following reasons: act of God; unavoidable accident; epidemic; fire; blackout; act of public enemy; war, riot or civil commotion; enactment, rule, order or act of government or governmental instrumentality or tribunal; strike, lockout or other labor dispute; inclement weather; failure of technical facilities; failure of essential production, or technical personnel to appear or be available; or other cause beyond its control. The Sponsor is not responsible for lost, late, illegible, incomplete, damaged, mutilated, misdirected, mis-delivered, or delayed entries, or for technical or human errors or failures of any kind in connection with the Submission, transmission, processing or judging of entries, including without limitation any malfunctions or failures of computer hardware, computer software, networks or telephone equipment or any technical problems or traffic congestion on the Internet or at any website or any combination thereof.

Caution: Any attempt by an Entrant to deliberately damage any Web site or undermine the legitimate operation of the competition is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages from any such Entrant to the fullest extent of the law. The sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the competition, or in the announcement of any award.

These Terms and Conditions set forth the entire agreement and understanding between the Sponsor and Entrant concerning the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind between them. Notwithstanding anything contained herein to the contrary, the Sponsor reserves the right, in their sole discretion, at any future time to terminate, modify or suspend the competition for any reason, in Sponsor's sole discretion. All notices shall be in writing and shall be delivered to Entrant in accordance with instructions contained herein. Entrant shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. Sponsor's failure to enforce any Terms of these Terms and Conditions shall not constitute a waiver of any provision contained herein. The titles of Sections of these Terms and Conditions are for convenience only and shall not be given any legal effect.

The word “including” is used in these Terms and Conditions to mean “including but not limited to.” If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be contrary to law, the remaining provisions shall continue in full force and effect.